



**Order under Section 69
Residential Tenancies Act, 2006**

Citation: Artaban Non-Profit Homes Inc. v Urdaneta, 2023 ONLTB 31356
Date: April 13, 2023
File Number: LTB-L-013927-22

In the matter of: 402, 330 CHARLTON AVENUE WEST
HAMILTON, ON L8P 2E7

Between: Artaban Non-Profit Homes Inc. c/o Tag Management Landlord

and

Gloria Urdaneta Tenant

Artaban Non-Profit Homes Inc. c/o Tag Management (the 'Landlord') applied in a L1 application for an order to terminate the tenancy and evict Gloria Urdaneta (the 'Tenant') because the Landlord claimed that the Tenant did not pay the rent that she owes. The Landlord also claimed charges related to NSF cheques and administrative fees.

This application was heard by videoconference on September 14, 2022 but unfortunately an order was not issued.

The Board scheduled a de novo (new) hearing, which was heard on March 31, 2023. The Landlord's legal representative Edwin Alexander attended the hearing on behalf of the Landlord. As of 10:07am (the hearing started at 9am), the Tenant was not present or represented although properly served with notice of the de novo hearing by the Board. There was no record that the Tenant had requested an adjournment or to reschedule prior to the hearing, so the hearing occurred with only the Landlord's evidence as allowed by section 7 of the Statutory Powers Procedure Act.

Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent

arrears owing by the termination date in the N4 Notice or before the date the application was filed.

2. When the L1 application was filed, and as of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful monthly rent was \$650.00 when the L1 application was filed on March 9, 2022. The monthly rent changed to \$239.00 on April 1, 2022. The monthly rent is scheduled to increase to \$950.00 on April 1, 2023 due to loss of subsidy. The monthly rent is due on the first (1st) day of each month.
4. Based on the monthly rent starting April 1, 2023 onwards, the daily rent/compensation is \$31.23. This amount is calculated as follows: \$950.00 x 12 months, divided by 365 days.
5. The Tenant paid \$2,230.00 to the Landlord between the time the L1 application was filed on March 9, 2022 and the March 31, 2023 hearing.
6. As of the hearing date, the current rent arrears owing (up to March 31, 2023) are \$2,926.00.
7. The Landlord incurred costs of \$186.00 for filing the L1 application and is entitled to reimbursement of those costs.
8. The Landlord claimed charges for NSF fees. Since there was no proof from any financial institution that NSF fees were incurred, the Landlord waived any NSF fees.
9. The Landlord incurred administrative charges of \$60.00 and is entitled to reimbursement of these costs.
10. There was no last month's rent deposit collected as this was a rent-geared-to-income rental unit.
11. The Landlord's legal representative submitted that numerous attempts had been made to reach out to the Tenant and to invite dialogue, a chance to resolve the issues, and to invite a repayment plan from the Tenant.
12. The Landlord's legal representative did not know of any circumstances regarding the Tenant. Regarding the Landlord's circumstance – it is a large corporate landlord which relies on rent income to maintain its buildings. The Landlord will experience difficulty managing tenancies if rent income is not received. From the Landlord's perspective, it was apparent the rental unit was unaffordable for the Tenant even when the rent subsidy was in place during 2022; but now that the subsidy was lost and rent would jump up significantly starting April 1, 2023, there was no expectation that the Tenant would be able to afford even the ongoing monthly rent let alone repayment of arrears. A standard eviction order was sought.
13. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the Residential Tenancies Act, 2006 (the 'Act'), (including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant) and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

14. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.

PAY AND STAY OPTION

15. The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:
 - \$4,122.00* if the payment is made on or before April 24, 2023 (standard 11 days from the issuance date of this order). See Schedule 1 (chart A) for the calculation of the amount owing.
16. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after April 24, 2023 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.

PAY AND GO OPTION

17. If the Tenant does not pay the amount required to void this order, the Tenant must move out of the rental unit on or before April 24, 2023 (standard 11 days from the issuance date of this order).
18. If the Tenant does not void this order, the Tenant shall pay to the Landlord \$3,172.00**. This amount includes rent arrears owing at the date of the hearing (rent up to March 31, 2023) and the cost of filing the application, plus administrative fees. See Schedule 1 (chart B) for the calculation of the amount owing.
19. The Tenant shall also pay the Landlord compensation of \$31.23 per day for the use of the unit starting April 1, 2023 onwards until the Tenant actually moves out of the rental unit or gets evicted.
20. If the Tenant does not pay the Landlord the full amount owing on or before April 24, 2023, the Tenant will start to owe interest. This will be simple interest calculated from April 25, 2023 onwards at 6.00% annually on the balance outstanding.
21. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
22. If the rental unit is not vacated on or before April 24, 2023, then starting April 25, 2023, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

23. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 25, 2023.

April 13, 2023

Date Issued

Michelle Tan

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor, Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on October 25, 2023 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

PAY AND STAY OPTION

- A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before April 24, 2023

Rent Owing When Application was Filed	\$2,288.00
New Rent that Became Due up to Termination/Void Date of April 24, 2023 (rent up to Apr 30, 2023)	\$3,818.00
Application Filing Fee	\$186.00
Administrative Fees	\$60.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,230.00
Total the Tenant must pay to continue the tenancy	\$4,122.00*

PAY AND GO OPTION

- B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing When Application was Filed	\$2,288.00
New Rent that Became Due up to Hearing Date (Mar 31, 2023)	\$2,868.00
Application Filing Fee	\$186.00
Administrative Fees	\$60.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$2,230.00
Total amount owing to the Landlord	\$3,172.00**
Plus daily compensation owing for each day of occupation starting April 1, 2023	\$31.23 (per day)